

**FIRST AMENDMENT TO
SERVICE AGREEMENT BETWEEN
THE CITY OF AUSTIN AND THE
AUSTIN HOUSING FINANCE CORPORATION**

On or about October 1, 2009, the City of Austin, a home-rule municipal corporation situated in Hays, Travis and Williamson Counties acting by and through its duly authorized City manager or his designee (City), and the Austin Housing Finance Corporation, a Texas public non-profit corporation and instrumentality of the City of Austin (AHFC), entered in to a "Service Agreement" (Agreement) whereby the City contracted with Austin Housing Finance Corporation (AHFC) and AHFC agreed to provide, oversee, administer and carry out the various housing programs for the City's federal Housing and Urban Development (HUD) funds and local housing funds.

On May 27, 2010, the City Council authorized the execution of this "First Amendment to Service Agreement" (Amendment) between the City and AHFC regarding additional Holly Good Neighbor Program, which assists low- and moderate-income residents closest to the Holly Power Plant with substantial repairs and rehabilitation to their homes.

The City and AHFC (Parties) desire to amend their service agreement pursuant to Section 38 of the Agreement, and NOW THEREFORE, the Parties, for and in consideration of the promises and mutual obligations contained in this Amendment, do agree as follow:

Section 1 PURPOSE OF AMENDMENT

City hereby contracts with AHFC and City agrees to transfer to AHFC Holly Good Neighbor Program (HGPN) funds in the amount of one million five hundred nineteen thousand dollars (\$1,519,000). AHFC agrees to manage and operate the Holly Good Neighbor Program which assists low- and moderate-income residents with repairs to their homes.

By transferring these funds to AHFC, the City will be able to expedite services to eligible applicants.

Section 2 TERM OF AMENDMENT

This term of this Amendment shall be effective from execution until September 30, 2010.

Except as explicitly provided otherwise in this Amendment, all other terms and provisions of the Agreement remain the same and shall be given full force and effect.

Executed May _____, 2010.

CITY OF AUSTIN

**AUSTIN HOUSING FINANCE
CORPORATION**

By: _____
Marc A. Ott
City Manager

By: _____
Margaret R. Shaw
Treasurer